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applied in the instant case. Even under it, the vendor relinquishes his right to the price if he retakes the chattel. *Ratchford v. Cayuga County Co.* (1916) 217 N. Y. 565, 112 N. E. 447. The recent adoption of the Uniform Conditional Sales Act in New York makes a desirable advance, giving the vendor power to resell the chattel when retaken and to apply the proceeds on the debt. Uniform Conditional Sales Act, sec. 21; *Wurlitzer v. Mandarin Co.* (1922, Wis.) 188 N. W. 639. The Act also makes similar progress in the protection of the conditional vendee. Secs. 18-20.

SPECIFIC PERFORMANCE—SUIT QUASI IN REM—JURISDICTION ACQUIRED AGAINST NON-RESIDENT DEFENDANT THROUGH CONSTRUCTIVE SERVICE.—The complainant, the assignee of the vendee, sought specific performance of a contract for the sale of land situated in New Jersey. The defendant, a non-resident, appeared specially attacking the jurisdiction of the court. The statutes regulating service by publication on non-residents impliedly included suits for specific performance. N. J. Comp. Sts. 1910, Chancery, secs. 12-18. By another statute an equitable decree for the conveyance of lands, not complied with by the party ordered to convey, was given the same force and effect as if the conveyance had been executed pursuant to the decree. N. J. Comp. Sts. 1910, Chancery, sec. 45. Held, that by reason of the statutory provisions, the suit was *quasi in rem* and, that if there was proper service by publication, jurisdiction was acquired for a decree valid against the non-resident defendant. *McVoy v. Baumann* (1922, N. J. Eq.) 117 Atl. 717.

In the absence of statutory modification a suit for specific performance of a contract to convey realty is a proceeding *in personam* and not *in rem*, and the defendant must therefore be served personally in order to subject him to the jurisdiction of the court. *Hollingsworth v. Barbour* (1830, U. S.) 4 Pet. 466. Since a state has control over all property within its limits it is within its power, through statute, to give to such a suit the character of a suit *in rem* or *quasi in rem*, so as to sustain jurisdiction on constructive service against a non-resident. *Arndt v. Griggs* (1890) 134 U. S. 316, 10 Sup. Ct. 557. Under a statute authorizing the appointment of a trustee to convey land an action for specific performance of a contract against a non-resident defendant is a proceeding *in rem* and notice by publication is sufficient. *Hollander v. Central Metal & Supply Co.* (1908) 109 Md. 131, 71 Atl. 442; see *contra*, *Kinhead v. Clark* (1922, Tex. Civ. App.) 239 S. W. 717; 23 L. R. A. (N. S.) 1135, note. If the statute merely provides for service by publication without specifying the class of actions in which it is permissible, it seems that a suit for specific performance is not a suit *in rem* or *quasi in rem* so as to authorize constructive service. *Silver Camp Mining Co. v. Dickert* (1904) 31 Mont. 488, 78 Pac. 967. Where, however, the statute expressly includes suits for specific performance constructive service may be had. *Simmons v. Fry* (1890) 19 D. C. 472; cf. *Light v. Doolittle* (1921, Ind. App.) 133 N. E. 413. Frequently, as in the instant case, there is a statute giving to decrees for conveyances effect *in rem* and at the same time a statute governing service by publication which either expressly or impliedly authorizes such service in suits for specific performance. In such cases the courts usually sustain jurisdiction on constructive service. *Clem v. Givens* (1906) 106 Va. 145, 55 S. E. 567; *Hawkins v. Doe* (1912) 60 Or. 437, 119 Pac. 754; *Light v. Doolittle*, *supra*.

TORTS—CONTRIBUTORY NEGLIGENCE OF PASSENGER IN AUTOMOBILE.—The defendant, knowing the reckless character of his sixteen-year-old son, permitted him to use his automobile to take a young lady to a dance. The son, driving between 50 and 60 miles an hour on a crowded thoroughfare, collided with another machine and his companion was killed. The administrator of the deceased sued the father. Under a plea of contributory negligence the defendant attempted to